## UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WISCONSIN

Official perfect properties	U.S. DIST. GOURT EAST DIST. WISC RECEIVED
esecutocias succiamenta esta	OCT 1 5 2013
THE PERSON NAMED IN COLUMN	ATO'CLOCKM JON W. SANFILIPPO, CLERK

UNITED STATES OF AMERICA,

Plaintiff.

V.

Case No. 13-CR-193

EDWARD PATTERSON, et al.,

Defendants.

## **RESTRAINING ORDER**

Upon consideration of the United States of America's application for a post-indictment restraining order, under 21 U.S.C. 853(e)(1)(A), to preserve the availability for forfeiture of certain property in which Defendant Edward Patterson has an ownership interest, namely, three McDonald's franchises operating at 11250 N. Port Washington Road, Mequon, Wisconsin ("Mequon McDonald's Franchise"); 8739 N. Port Washington Road, Fox Point, Wisconsin ("Fox Point McDonald's Franchise"); and 5344 N. Port Washington Road, Glendale, Wisconsin ("Glendale McDonald's Franchise"), respectively, and upon finding probable cause to enter the requested order,

IT IS HEREBY ORDERED that the United States' application for a restraining order is GRANTED.

## IT IS FURTHER ORDERED that

(1) Defendant Patterson and his agents be and hereby are restrained from selling, transferring, assigning, giving away, or borrowing any additional sums against, Defendant Patterson's interest in any or all of the following: Fast Eddy's, LLC; Hotter Faster Eddy's, LLC; the Mequon McDonald's Franchise; the Fox Point McDonald's Franchise; or the Glendale McDonald's Franchise;

- (2) Defendant Patterson and his agents be and hereby are restrained from disrupting the normal business operations of, committing waste against, or otherwise materially impairing the value of any or all of the following: Fast Eddy's, LLC; Hotter Faster Eddy's, LLC; the Mequon McDonald's Franchise and Restaurant; the Fox Point McDonald's Franchise and Restaurant; or the Glendale McDonald's Franchise and Restaurant;
- (3) Defendant Patterson and his agents are ordered to comply with all material terms of any and all franchise agreements between McDonald's USA, LLC/McDonald's Corporation and Fast Eddy's, LLC, regarding the operation of the Mequon McDonald's Franchise and the Fox Point McDonald's Franchise;
- (4) Defendant Patterson and his agents are ordered to comply with all material terms of any and all franchise agreements between McDonald's USA, LLC/McDonald's Corporation and Hotter Faster Eddy's, LLC, regarding the operation of the Glendale McDonald's Franchise;
- (5) Defendant Patterson and his agents are ordered to make any and all payments due under, and to comply with the terms of, the November 2012 loan agreement by and between, Fast Eddy's, LLC, and Hotter Faster Eddy's, LLC, on the one hand, and Lake Forest Bank and Trust, on the other; and
- (6) Defendant Patterson and his agents are hereby ordered to provide to the United States Attorney's Office for the Eastern District of Wisconsin, on the first business day of each month:
  - (a) Written confirmation that, to the knowledge of Patterson and his agents, including the employees of Fast Eddy's, LLC, who are responsible for managing the Mequon McDonald's Franchise and the Fox Point McDonald's Franchise, Fast Eddy's, LLC, is in compliance with the material terms of, and has timely paid all sums due under any and all franchise agreements between McDonald's USA, LLC/McDonald's Corporation and Fast Eddy's, LLC, relating to the operation of the Mequon McDonald's Franchise and the Fox Point McDonald's Franchise;
  - Written confirmation that, to the knowledge of Patterson and his agents, including the employees of Hotter Faster Eddy's, LLC, who are responsible for managing the Glendale McDonald's Franchise, Hotter Faster Eddy's, LLC, is in compliance with the material terms of, and has timely paid all sums due under any and all franchise agreements between McDonald's USA, LLC/McDonald's Corporation and Hotter Faster Eddy's, LLC, relating to the operation of the Glendale McDonald's Franchise; and
  - (c) Written confirmation that, to the knowledge of Patterson and his agents, both Fast Eddy's, LLC, and Hotter Faster Eddy's, LLC, have timely made

any and all payments due under, and are in compliance with the terms of, the November 2012 loan agreement by and between, Fast Eddy's, LLC, and Hotter Faster Eddy's, LLC, on the one hand, and Lake Forest Bank and Trust, on the other.

So ordered at Milwaukee, Wisconsin, this Aday of October, 2013.

LYNN ADELMAN

United States District Judge